

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

Santander Bank, N.A.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No: 2:19-cv-00088-DSM
	§	
Empyrean Auto Group, LLC,	§	
Basin Subaru, LLC, Ronald J.	§	
Lillard, and Pete Martinez, Jr.,	§	
	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF SANTANDER BANK, N.A.'S, MOTION FOR FINAL SUMMARY JUDGMENT

After considering Plaintiff, Santander Bank, N.A.'s Motion for Final Summary Judgment, the response, the arguments of counsel, and all other evidence on file, the Court:

FINDS that there is no genuine issue of material fact as to Plaintiff's cause of action.

Therefore the Court **GRANTS** the Motion as to Plaintiff's request for relief as follows:

THE COURT ORDERS that Defendants Empyrean Auto Group, LLC, Basin Subaru, LLC, Ronald J. Lillard, and Pete Martinez, Jr. pay Plaintiff the amounts due and owing under the Financing Agreement as follows:

Empyrean Auto Group, LLC:

Principal: \$6,537,239.96
Interest: \$1,261,350.15 (through 2/28/20)
Total: \$7,798,590.11,
subject to additional per diem interest as permitted under the Indebtedness.

Basin Subaru, LLC:

Principal: \$2,282,486.24
Interest: \$537,310.99 (through 2/28/20)
Total: \$2,819,797.23,
subject to additional per diem interest as permitted under the Indebtedness.

THE COURT FINDS that the Plaintiff's request for attorneys' fees is supported by law, takes judicial notice of the usual and customary attorney fees as provided for in Plaintiff's supporting affidavit, and determines reasonable attorneys' fees to be \$_____; and therefore

ORDERS Defendants Empyrean Auto Group, LLC, Basin Subaru, LLC, Ronald J. Lillard, and Pete Martinez, Jr. pay Plaintiff \$_____ for attorneys' fees and expenses; and

FURTHER FINDS that Defendants Empyrean Auto Group, LLC, Basin Subaru, LLC, Ronald J. Lillard, and Pete Martinez, Jr., cannot establish facts essential to justify their counterclaims of breach of contract and tortious interference. Therefore the Court **GRANTS** the Motion as to Defendants' counterclaims of breach of contract and tortious interference, and dismisses same with prejudice to refile.

This Order is final and disposes of all claims, defenses, and matters. All relief not expressly granted herein is denied.

U.S. District Judge

Approved as to form and Entry is respectfully requested:

COKINOS |YOUNG

By: /s/ Stephanie H. Cook
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